



REQUEST FOR PROPOSAL (RFP)
LONG TERM OPERATING LEASE
WHEEL LOADERS (LANDFILL PACKAGE)

RFP Number:	<u>09-0826</u>	Contracting Officer:	<u>Roseann Johnson</u>
RFP Opening Date:	<u>July 22, 2009</u>	Pre-Proposal Date:	<u>Not applicable for this RFP</u>
RFP Opening Time:	<u>3:00 pm</u>	Issue Date:	<u>July 1, 2009</u>

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not Applicable for this RFP
Certificate of Competency/License:	Not Applicable for this RFP
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not Applicable for this RFP

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the opening date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the formal contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the long term operating lease for two (2) wheel loaders with a landfill package for the Lake County Environmental Utilities Department, Solid Waste Division in conjunction with the County's needs. Although a lease arrangement is considered to serve the best interests of the County, this solicitation also seeks optional purchase pricing as well.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the opening date.

Roseann Johnson, CPM, CPPB, Procurement Services Supervisor
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor which submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Option (lease w various durations/purchase which best serves the needs of the County)
2. Technical specifications of the wheel loader submitted. The technical portion of the proposal will be weighed more heavily than the cost portion of the proposal
3. Proposed costs at various lease durations/purchase option
4. Proposed lease and maintenance agreement service and parts availability
5. Delivery time
6. Other relevant criteria.

Section 1.4: Pre-Proposal Conference / Site Visits

Not applicable to this solicitation

Section 1.5: Term of Contract (Lease)

The County is willing to look at three (3) different options for the lease of the wheel loader, (1) an operating lease-full maintenance for thirty six (36) months, (2) an operating lease-full maintenance for forty eight (48) months, or (3) an operating lease-full maintenance for sixty (60) months.

Section 1.6: Prices

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for the term of the contract selected by the County.

Section 1.7: Method of Payment

The County will consider lease payments options: (1) paid one month, in arrears; (2) paid one month, in advance; (3) paid one hundred twenty days; prepayment in advance; and (4) prepayment one year in advance. Invoices shall be submitted in duplicate to Lake County Board of County Commissioners, Attn: Department of Environmental Utilities, PO Box 7800, Tavares, FL 32778-7800.

All invoices shall contain the contract and/or purchase order number, date and location of service, acceptance of the service by the appropriate County representative. Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

The Lake County Board of County Commissioners is self insured and shall provide applicable certificates to the contractor upon request. The County will not provide nor pay for additional commercial insurance for the units.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Delivery

Time is of the essence in delivery of these units. Previously used units that are acceptable to the County may be provided until delivery of the new units is completed for a period not to exceed four (4) months.

Proposer shall state on the proposal pricing sheet the number of days from the date of the executed contract and/or purchase order for receipt of the equipment.

Section 1.10.1: Delivery Ticket to Accompany Items during Delivery

The vendor shall enclose a complete delivery ticket with the equipment to be delivered in conjunction with this solicitation.

Section 1.11: Acceptance of Product by the County

The equipment to be provided hereunder shall be delivered to the County, maintained as applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract or upon initial inspection, the item will be returned, at vendor expense, to the vendor. The vendor shall provide a direct replacement for the item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provide herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

Section 1.13: Delivery and Completion of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-Ex, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the solicitation closing.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as Fed-Ex, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
418 W. ALFRED STREET
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Request for Proposal (RFP)

The original proposal and three (3) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official closing date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Section 1.14: Demonstration of Equipment May Be Required During Evaluation

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

Section 1.15: "Equal" Product can be considered

If a product requested by this RFP has been identified in the specifications by a brand name, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of the product that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications.

Unless the vendor clearly indicates in its proposal that it is proposing an alternate product, the proposal shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the proposal and the determination as to acceptability of the alternate product shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the proposal. To ensure that sufficient information is available, the vendor shall furnish as part of the bid or proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final.

Section 1.16: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.17: Service Facilities shall be provided in Florida by the Vendor

Offers will only be accepted from vendors which have service facilities that are located in Florida. Service facilities are defined as facilities that can provide a full range of parts and repairs for the items covered by this solicitation and resultant contract.

The County reserves the right to perform an inspection of these service facilities during the offer

evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, level of security, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County in this regard shall be final.

Proposers must indicate on the proposal sheet where parts and service for the proposal goods are available to the County.

Section 1.18: Literature

Proposers must furnish all information requested in the proposal. Each proposal must submit descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with any proposal will not satisfy this provision. Proposals, which do not comply with these requirements, will be subject to rejection.

Section 1.19: Factory Scheduling Delays

Factory scheduling delays must be reported to the County within twenty-four (24) hours of notification to the contractor.

Section 1.20: Exception to Specifications

Proposers taking exception to any part or section of these specifications shall indicate such exception on your company letterhead and attach it to this Proposal Request.

Section 1.21: Ownership

The County, when leasing, will not take title to any unit. The title shall remain in the owner's name. The County will not entertain any capital lease options.

Section 1.22: Equity

(Leasing only) Lake County is not soliciting any equity or ownership in these units. The County will not accept any U.C.C. (Uniform Commercial Code) filings. The County will not provide an IRS (Internal Revenue Service) Form 8038 / 8038G. The contractor may however propose or the County may request a purchase price at fair market value for any unit being leased or at any time during the lease period.

Section 1.23: Return of Units

The units will be returned to contractor, in the condition in which they were operated, promptly at the end of the lease period with normal service wear and tear assumed. Contractor will assume also that cosmetic damage is normal wear and tear. Unit (s) may include damage repair. Hours are to be estimated at 1900 annually.

The contractor shall be solely responsible for any costs related to inspection of the units at the end of the lease term. The contractor may schedule an end of lease inspection with the Fleet Director within thirty (30) days of the end of the lease period.

The contractor shall be solely responsible for all costs related to the pickup, loading and transporting the units to and from the County's designated site(s).

Section 1.24: Taxes

All fees, assessments and taxes which may now or hereafter become due or are imposed upon the ownership of the unit are the sole responsibility of the Lessor.

Section 1.25: Right to Inspect

Lessor may during reasonable business hours inspect the leased unit to confirm compliance with the terms of the Lease. Since the equipment may be used at locations throughout the County or at controlled access sites, the Lessor shall make an appointment at least two (2) business days prior to the inspection.

Section 1.26: No Indemnification:

The Lake County Board of County Commission is a political subdivision of the State of Florida therefore cannot indemnify the contractor or Lessor.

Section 1.27: Additional Equipment

The County may require the contractor to add additional equipment to the unit(s) to comply with applicable safety laws and procedures at no additional cost to the County. The County may also add additional equipment to enhance the effectiveness of the unit at the County's expense. Such enhancements may be removed from the units at the end of the lease period at the County's expense, provided that such removal does not significantly alter the units or diminish its value.

Section 1.28: Lease Agreement

The County's standard lease agreement is attached for your review (Attachment B). The County does not anticipate making any substantive changes to this agreement. Any proposed revisions should be submitted with the proposal. The awarded contractor shall have shall execute the County's standard lease agreement.

Note: The County will not consider other agreements other than its own. **Please review before submittal of your proposal as to your acceptance.** Time is of essence for this machine and failure to come to contractual agreement in a timely manner may be cause for the vendor's proposal to be considered non responsive.

Section 1.29: Purchase Option at end of lease period

The County may elect to purchase the equipment outright in the beginning or at the end of the lease at a fair market value if it is in the best interest of the County. The County will negotiate the purchase price and payment terms at that time.

Section 1.30: Warranty

(Purchase option only) Contractor shall furnish a comprehensive parts and labor warranty of not less than two (2) years on the equipment proposal. The time period for said warranty shall commence on the date of completed installation and County acceptance of said equipment.

Section 1.31: Maintenance Agreement

(Purchase option only) Proposers shall submit, as part of the initial proposal response, a copy of a proposed maintenance agreement applicable to initial or subsequent exercise of an option to purchase. This agreement must include all required technical maintenance operations to be completed on a life-cycle basis to include assignment of responsibility for specific tasks and the costs of tasks to be performed by the vendor.

Section 1.32: Training Courses

The vendor shall provide an intensive training program to County employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

Section 1.33: Assignment of Lease

In the event the lessor elects to assign the lease to a third-party finance company, the third party finance company shall assume all maintenance responsibilities associated with the lease. The County will not approve any assignment which severs the lease responsibility from the maintenance responsibility. The County's approved assignment form is attached to the County's standard lease agreement.

SCOPE OF SERVICES**General:**

The County is seeking proposals from firms or individuals qualified to lease (long term) two (2) wheel loaders with a landfill package for the Lake County Environmental Utilities Department, Solid Waste Division. These wheel loaders shall be used in a landfill solid waste environment.

The wheel loaders shall be new, unused and a current production model. The wheel loaders shall be equipped with all standard equipment as shown in the manufacturer's printed literature and optional equipment listed in this scope of services.

The wheel loaders shall meet all applicable requirements of the American National Standard Institute (ANSI) Safety Standard as required by the Occupational Safety and Health Administration (OSHA) at the time of manufacture.

Awarded contractor shall provide onsite operator and mechanic training upon delivery of the wheel loaders.

The County will not accept prototype equipment.

The equipment shall be built for the U.S. Market and sold or leased by a factory-authorized dealer.

The equipment proposed on this request shall be the manufacturer's standard equipment with no alterations. The County will not lease or purchase altered equipment or custom designed equipment unless expressly provided for in this proposal document.

The contractor shall furnish all tools and equipment (if necessary) for normal field adjustment of the awarded equipment. Prices for the foregoing shall be included in the proposal price.

The Contractor shall include at least two (2) copies of service, parts, and operator's manuals for each wheel loader.

The contractor/lessor shall be responsible for **all** service, maintenance, and repair both scheduled and unscheduled of the purchased or leased units in accordance with the following:

1. **Operational Condition:** Units shall be well maintained in top operating condition with 100% of all parts, components, and systems operational. All pin, hitches and moving parts shall be tight and within manufacturer's standards or tolerances. Engines, transmissions, drive axles, and hydraulic systems shall be in peak operational condition at all times absent of leaks, blowby, reduced hydraulic pressures or driveline noise.
2. **Lake County Responsibility:** Lake County will be responsible for the daily fueling, checking of fluid levels (adding if necessary), greasing of fittings (if required),

reporting to Contractor’s designated representative any maintenance required, fire damage and repair, all repair costs resulting from damage due to fire (not caused by machinery malfunction), windstorm, flood, vandalism, accidents, and operator negligence.

- 3. Downtime: Should the Contractor fail to complete the required service, maintenance or repairs and return the equipment to duty, or should the contractor fail to supply the necessary parts or labor to effect the repair within forty-eight (48) continuous hours (including holidays, Saturdays and Sundays) from telephonic notification by the County to the Contractor, a delay charge equal to eight hundred dollars (\$800.00) per calendar day, per unit shall be deducted from any leasing charge or maintenance fee schedules. Contractor will be given the option of furnishing like equipment in lieu of delay charge. If the delay charge is a result of natural disaster, charges will not be made.
- 4. Transportation: All transportation for service, maintenance, and repair shall be the responsibility of the Contractor.

The awarded Contractor will be responsible for keeping the County work site safe, clean, and orderly. Any contamination of the work site by the Contractor shall be the responsibility of the Contractor.

Requirements:

Description: This specification covers the requirements for an articulated wheeled loader similar or equal to a Caterpillar 950H.

Please mark if required specifications are met by checking the appropriate line.

Engine:

Yes _____ No _____

- Diesel powered, six cylinder, four cycle, turbo charged, direct injection, liquid cooled with a minimum net SAE rating of 180 horsepower
- Permanent anti-freeze and corrosion protection
- Engine hour meter
- Vertical exhaust with rain cap or curved exhaust pipe
- Dry type air cleaner with primary and secondary elements, and service (restriction) indicator
- Reversible or blower (ejector) fan
- Fuel capacity of 58 gallons (minimum)

Engine manufacturer _____

Engine horsepower _____
RPM's _____

Transmission: Yes _____ No _____

- Power shift transmission with torque converter
- Four (4) forward and three (3) reverse speeds (minimum)
- Top speed of machine 21 MPH (minimum)
- Speed and direction changes should be able to be made on the go, without machine hesitation

Drivetrain: Yes _____ No _____

- Inboard planetary final drives to each wheel
- Torque proportioning differentials in both axles
- Lock/unlock differential (no-spin) in at least one axle, (torque proportioning axles alone do not meet this specification)
- Four wheel drive

Loader: Yes _____ No _____

- Fenders front and rear (rear fenders not required if deck serves the same purpose as fenders)
- Center point frame articulation
- Spread hitch shall have double tapered roller bearings at pivot points
- Oscillating rear axle, minimum 26 degrees total
- Transmission side frame guards
- Drawbar/hitch with pin
- Articulation locking bar/strut
- Lockable doors
- Vandalism protection
- Maximum height 11'2"
- Wheelbase 10'5" (minimum)

Hydraulics/Steering: Yes _____ No _____

- Automatic bucket return to dig/lower control
- Automatic boom height
- Fully hydraulic steering with 40-degree full articulation steering angle both left and right of center and shall perform independent of engine speed variations

Brakes: Yes _____ No _____

- Fully enclosed and sealed 4 wheel wet disc type

Bucket: Yes _____ No _____

- Loader shall be equipped with a manual quick coupler to allow for easy bucket changes. General purpose bucket (4.25 yard minimum) with bolt-on cutting edge
- Loader shall also be equipped with a multipurpose (4 way) bucket (2.75 yard minimum and 3 yard maximum) with bolt-on cutting edge
- Loader shall be equipped with hydraulic capabilities (third hydraulic function) to operate multipurpose (4 way) bucket
- Hydraulic hoses feeding multipurpose bucket shall have quick disconnects to allow for easy bucket changes
- Loader shall be equipped with counterweight if required due to quick coupler and multi-purpose bucket

Performance: Yes _____ No _____

- The machine shall have an operating weight enough to allow it to be capable of safely handling the 4.25 yard (minimum general purpose bucket in this specification, when it is fully loaded with material having a density of 3400 pounds per cubic yard
- Breakout force 32,000 pounds (minimum)
- Static tip load (full turn) 23,000 pounds (minimum)
- Dump clearance 9 feet (minimum)

Tires/Wheels: Yes _____ No _____

- Loader shall have four 23.5-25 16 ply (L-3) Sure Grip loader tires mounted on construction equipment type (multi-piece) wheels – Suitable for land fill operations.
- Include option for solid tires if available that are suitable for land fill operations.

Cab: Yes _____ No _____

- Fully enclosed ROPS (Rollover Protection System) cab, sound suppressed with tinted safety glass, air conditioning, heater and defroster
- Adjustable suspension seat with seat belt
- Adjustable steering wheel
- One inside and two outside rear-view mirrors
- Front and rear windshield wipers/washers
- Floor Mat
- 12-volt power receptacle in cab to provide for radio/cell phone

Electrical:

Yes _____ No _____

- 24 volt electrical system with dual batteries and 50 amp (minimum) alternator
- Standard instrumentation and interior lighting
- Engine electronic monitoring/warning system
- Two front head lights
- Rear stop and taillights
- Front and rear turn signals with hazard flasher
- Front and rear work lights
- Horn
- Back up alarm
- Battery master disconnect switch

Miscellaneous:

Yes _____ No _____

- Standard factory color
- Include option if available for a manual coupler capable of connecting to a 1994 Balderson root rake (Serial No. 3JL04677)

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate an essential requirement or condition, the material deviation from which may not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory requirements. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions or requirements, but are permissive in nature.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest.
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal opening date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.

Procurement Services may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. The proposer is required to submit with its proposal a signed “Acknowledgment of Addenda” form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers’ Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

Changes to Proposal - Prior to the scheduled proposal closing, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal closing date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative for the solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal closing date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest

payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF PROPOSALS

- A. The Proposal Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSED TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Request for Proposal when it is in the best interest of the County.

3.5 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. The Director of Procurement Services will decide all tie proposals with initial preference being given to the entity employing the most personnel residing within the County.
- G. Award of the contract resulting from this solicitation may be

predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

3.6 CONTRACT EXTENSION

The County reserves the unilateral right to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.7 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.8 ESTIMATED QUANTITIES

Estimated quantities or dollar values are for proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use these estimates to determine the proposer selected for award. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.9 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion at the same prices, terms and conditions.

3.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all laws, ordinances, and regulations applicable to provide the goods and/or services specified in this solicitation. The vendor shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.14 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.15 DELIVERY

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.16 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.17 INDEMNIFICATION

The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.18 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

3.19 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.20 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of

such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.22 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.23 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.24 ACCESS TO RECORDS

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

3.25 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal closing date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Law"). The proposer shall not submit any information in response to this solicitation, which the proposer considers to be proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection which would otherwise be available to the proposer unless such information is exempt or confidential under the Public Records Act.

3.26 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.27 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer, and also agrees that the County bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

3.28 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this RFP shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.30 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a proposal in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a proposal in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.31 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this RFP. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.32 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.33 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.34 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.35 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

RFP TITLE: Long Term Operating Lease Wheel Loaders (Landfill Package)

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this RFP:</p> <p style="text-align: center;">Addendum #1, Dated: _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this RFP.</p>

PROPOSAL FORM

Option 1:

Operating Lease-Full Maintenance, **THIRTY-SIX (36)** month lease term

Make and Model Bid: _____

Delivery Date: _____

Lease Price Option (1)

One month, in arrears \$ _____ each per month - Total each thirty six (36) months

\$ _____ x two (2) machines equals \$ _____

Lease Price Option (2)

One month, in advance \$ _____ each per month – Total each thirty six (36) months

\$ _____ x two (2) machines equals \$ _____

Lease Price Option (3)

Prepayment 120 days in advance \$ _____ each per month - Total each thirty six (36)

months \$ _____ x two (2) machines equals \$ _____

Lease Option (4)

Prepayment one (1) year in advance \$ _____ each per year - Total three (3) years

\$ _____ x two (2) machines equals \$ _____

Additional cost per month for option of Solid Rubber Tires: \$ _____ mo x 36 mo equals \$ _____

Option 2:

Operating Lease-Full Maintenance, **FORTY EIGHT (48)** month lease term

Make and Model Bid: _____

Delivery Date: _____

Lease Price Option (1)

One month, in arrears \$_____ each per month - Total each forty eight (48) months

\$_____ x two (2) machines equals \$_____

Lease Price Option (2)

One month, in advance \$_____ each per month - Total each forty eight (48) months

\$_____ x two (2) machines equals \$_____

Lease Price Option (3)

Prepayment 120 days in advance \$_____ each per month - Total each forty eight

\$_____ x two (2) machines equals \$_____

Lease Price Option (4)

Prepayment one (1) year in advance \$_____ each per year - Total four (4) years

\$_____ x two (2) machines equals \$_____

Additional cost per month for option of Solid Rubber Tires: \$_____mo x 48 mo equals \$_____

Option 3:

Operating Lease-Full Maintenance, SIXTY (60) month lease term

Make and Model Bid: _____

Delivery Date: _____

Lease Price Option (1)

One month, in arrears \$_____ each per month - Total each sixty (60) months \$_____

x two (2) machines equals \$_____

Lease Price Option (2)

One month, in advance \$_____ each per month - Total each sixty (60) months x two (2) machines equals \$_____

\$_____

Lease Price Option (3)

Prepayment 120 days in advance \$_____ each per month - Total each sixty (60) months

_____ x two (2) machines equals \$_____

Lease Price Option (4)

Prepayment one (1) year in advance \$_____ each per year - Total five (5) years

\$_____ x two (2) machines equals \$_____

Additional cost per month for option of Solid Rubber Tires: \$_____mo x 60 mo equals \$_____

Option 4:

Purchase option price: \$_____

Purchase option price with solid rubber tires: \$_____

Make and Model Bid: _____

Delivery Date: _____

Location of parts and service facility:

Miles from Tavares, FL _____miles

OTHER OPTIONS? - Attach with complete details.

Preferred payment option: _____

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Please certify whether the bidder will accept payment processed through the County’s VISA- based electronic payment system: Yes No (Check one)

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or executive of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: _____

General Vendor Information and Proposal Signature:

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____ E-mail: _____

FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- | | |
|---|---|
| <input type="checkbox"/> Sole vendor | <input type="checkbox"/> Pre-qualified pool vendor based on price |
| <input type="checkbox"/> Pre-qualified pool vendor (spot bid) | <input type="checkbox"/> Primary vendor for items: _____ |
| <input type="checkbox"/> Secondary vendor for items: _____ | <input type="checkbox"/> Other status: _____ |

Signature of authorized County official: _____ Date: _____

Printed name: _____ Title: _____

Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Sample Contract

WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

**OPERATING LEASE AND MAINTENANCE AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND _____
FOR WHEEL LOADERS
RFP 09-0826**

THIS OPERATING LEASE AND MAINTENANCE AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County", and _____, a Florida corporation, its successors and assigns, hereafter "Lessor".

WHEREAS, the County has publicly issued a Request for Proposal, RFP 09-0826, in accordance with the Lake County Purchasing Policies and Procedures for firms qualified to provide wheel loaders for the Lake County Department of Environmental Utilities; and

WHEREAS, the Lessor desires to provide and maintain such equipment subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Lease Term.** The Lease term for each unit identified in the Equipment and Payment Schedule attached hereto and incorporated herein by reference as **Exhibit A**, shall commence on its "Delivery Date", which is the date the County takes possession of the last of the units, and shall continue for a period of _____ () months, unless otherwise terminated. All parties agree that title to the units shall at all times remain with the Lessor.

3. **Payments.** During the lease term, the County shall make all lease payments on a timely basis, including lease payments that are required to be made in the renewal term, if any. See the Equipment and Payment schedule attached hereto as **Exhibit A**. The County shall not be entitled to cancel or terminate this Lease except as expressly provided herein. Any lease payment received from the County shall be applied to this Lease. Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

4. **Assignment.**

A. No assignment of the payments under this Lease, nor assignment of any right or obligation hereunder may be made by the County or by the Lessor without the prior written consent of the other. In the event that the Lessor assigns this Lease with permission of the County, the assignee shall agree in writing to assume all obligations contained within this Lease, including all maintenance responsibilities described herein upon failure of the Lessor to fulfill such maintenance obligations. Failure of assignee to assume all responsibilities hereunder shall void the assignment. Lessor shall remain liable for its performance under this Lease regardless of any assignment. The County

shall have the right to review the assignment and shall be provided a copy of any associated documents perfecting the assignment.

B. Assignments shall be in the form and manner set forth in **Exhibit B**, attached hereto and incorporated herein by reference. The County shall not make any payments to assignee, until such time as a copy of the fully executed Assignment is delivered to the County.

5. Service and Use of Equipment. Lessor shall provide, at no cost to the County, operator training to County sufficient to ensure efficient operation of the Equipment and shall provide at least two (2) copies of service, parts and operator's manual to County. County shall only be responsible for daily fueling, checking of fluid levels and adding fluid if necessary, and/or greasing of fittings if required. Otherwise, all service, maintenance and repairs shall be the responsibility of the Lessor and shall be conducted in accordance with the following:

A. **Operational Condition.** Units shall be well maintained in top operating condition with 100% of all parts, components, and systems operational. All pin, hitches and moving parts shall be tight and within manufacturer's standards or tolerances. Engines, transmissions, drive axles, and hydraulic systems shall be in peak operational condition at all times absent of leaks, blowby, reduced hydraulic pressures or driveline noise.

B. **Downtime.** Should the Lessor fail to complete the required service, maintenance, or repairs and return the equipment to duty, or should the Lessor fail to supply the necessary parts or labor to effect the repair within forty-eight (48) continuous hours, including holidays, Saturdays and Sundays, from telephonic notification, followed by written confirmation, by the County to the Lessor, a delay charge equal to eight hundred dollars (\$800.00) per calendar day, per unit, shall be deducted from any leasing charge or maintenance fee schedules. Lessor shall be given the option of furnishing like equipment in lieu of the delay charge. Delay charges shall not be charged when the delay is a result of a natural disaster.

C. **Transportation.** All transportation for service, maintenance and repair shall be the responsibility of the Lessor.

Lessor shall be entitled to inspect the Equipment during regular business hours at County's place of business. County shall not install any accessory or device on the Equipment, except for such as may be removed without affecting the originally intended function or use of the Equipment.

6. Scope of Service, Maintenance and Repair.

A. **General.** The Lessor shall be responsible for all service, maintenance and repair, both scheduled and unscheduled during the Lease Term in accordance with the following:

1) This agreement includes all parts, filters, oils, and other fluids (excluding top-off lubricants and fuel), delivery freight charges, labor travel time and/or mileage charges to complete recommended preventive maintenance, oil sampling at 250 hours, and to complete any repairs not covered by warranty during the contract term.

2) Special arrangements may be made to complete repair work on Saturdays, Sundays, or holidays if the County grants permission to access the machine during those days. Lessor must approve all requests for overtime labor before work begins.

3) Lessor shall furnish all tools and equipment necessary for normal field adjustment of the equipment.

4) Parts orders received by Lessor Monday through Friday, 7:30 am to 1:30 pm, will be shipped the same day. Parts required for warranty repair are shipped for delivery the next business day, excluding Saturdays, Sundays, and holidays.

5) Lessor will assume that cosmetic damage is normal wear and tear, and since all maintenance and repair is the responsibility of the Lessor, no claim for damages based upon abnormal wear and tear shall be made. Cosmetic damage shall include minor scratches or dents, but shall not include the following specifically limited items: (1) large dents covering 25% or more of the individual parts surface area in the sheet metal; (2) guards; (3) broken glass; or (4) broken lights so long as such things are not caused by the negligence of the Lessor. The following shall also apply:

- a. Lessor must provide immediate inspection at the time the Equipment is returned to Lessor by Lessee, or else Lessor waives any claims it may have regarding damage to the Equipment.
- b. Lessor must provide an estimate to repair the non-cosmetic damage listed above to the Lessee.
- c. Lessee has the right to fix the non-cosmetic damage listed above within a reasonable amount of time if Lessor's repair estimate is deemed unacceptable by the Lessee.

B. Repair Requests.

- 1) All requests for scheduled service or repairs will be directed to the Lessor.
- 2) Requests for PM Service must be requested a minimum of one week prior to the next scheduled interval and will be completed during normal business hours.
- 3) If repairs are required, the Lessor will arrange on-site service response and will notify County immediately if the equipment is inoperable.

7. County's Responsibilities.

- A. Lake County will be responsible for the daily fueling, checking of fluid levels (adding if necessary), and/or greasing of fittings (if required).
- B. Lake County will be responsible for completing mandatory daily and weekly maintenance and inspection requirements as outlined in the Lessor's service manual and the engine manufacturer's maintenance schedule.
- C. Lake County is required to report any failure of the wheel loader's hour meter.

8. **Return of Equipment.** With respect to each unit, upon termination of this Lease, or any renewal thereof, the County shall return the equipment, at the County's expense, to Lessor at the following location: _____

9. **Disclaimer.** County agrees that the Equipment has been selected by the County; the Equipment has been inspected by the County and County is satisfied that the Equipment is suitable for its purpose; Lessor is not the manufacturer of Equipment; and Lessor has not made any express warranties regarding this Equipment.

10. **Insurance.** County shall maintain public liability insurance on the Equipment with minimum liability limits in the amount of \$1,000,000.00 per occurrence for bodily injury, including death, and in the minimum amount of \$250,000.00 per occurrence for property damage. County shall deliver to the Lessor, upon request, certificates or other evidence satisfactory to Lessor that insurance is maintained as required under this Lease. Lessor shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and which are acceptable to the County. Lessor shall not commence work under the Agreement until the County has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

(X)	General Liability	
(X)	Each Occurrence/General Aggregate	\$1,000,000
(X)	Products-Completed Operations	\$500,000
(X)	Personal & Adv. Injury	\$500,000
(X)	Fire Damage	\$50,000
(X)	Medical Expense	\$5,000
(X)	Contractual Liability	

(X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

(X) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear all applicable liability insurance policies.

(X) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

(X) Certificates of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

- (X) Certificates of insurance shall identify the RFP number in the Description of Operations section of the Certificate.
- (X) Lessor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the County evidencing coverage and terms in accordance with the Lessor's requirements.
- (X) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

All deductibles or self-insurance shall appear on the certificates and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retentions, or the lessor and/or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the lessor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or subcontractor, nor a failure to disapprove that insurance, shall relieve the lessor or subcontractor of full responsibility for liability, damages, and accidents as set forth herein.

11. Loss or Damage.

A. All risk of loss or damage to the Equipment shall be the responsibility of the County, with exception of loss or damage resulting from the failure of Lessor to maintain the Equipment in accordance with this Lease. If any unit becomes stolen, destroyed or irreparably damaged from any cause other than from acts of the Lessor during the Lease Term, County shall give Lessor prompt notice thereof. County shall, in its sole discretion, elect to use the proceeds from any insurance claim to be applied to the repair of the Equipment or to payment of any obligation hereunder.

B. The County shall be responsible for injury or death of any person, to the extent permitted by section 768.28, Florida Statutes that arises out of County's possession, use, operation or storage of the Equipment.

12. Fees and Property Taxes. Unless otherwise provided herein, the County shall not be responsible for any taxes and fees.

13. Event of Default. A party shall be in default of this Lease by failing to perform or observe any covenant or condition contained herein that such party is required to perform and where such failure continues for a period of ten (10) days after written notice thereof is sent to the defaulting party by the non-defaulting party.

14. Remedies. Upon default by either party under this Lease, the non-defaulting party may avail itself of any remedy available pursuant to Florida law, including terminating the remainder of this Lease agreement.

15. Termination. This Agreement may be terminated by the County upon thirty (30) days advance written notice to the other party.

A. Termination for Cause. Termination by County for cause, default, or negligence on the part of Lessor shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

B. Non-appropriation of Funds. If funds are not budgeted and appropriated in any fiscal year for payments hereunder for the then current or succeeding fiscal year, this Lease shall impose no obligation on the County as to such current or succeeding fiscal year and shall become null and void except as to the lease payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of Lessor, its successors and assigns. If the provisions of this section are used by the County, the County agrees to notify Lessor, or its assigns, immediately if funds are not budgeted and to surrender peaceably possession of the equipment to Lessor or its assignee.

16. Notices. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to Lessor:

If to County:

County Manager
Lake County Administration Bldg.
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

17. Scope of Agreement. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

18. Waiver. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

19. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: County, through its Board of County Commissioners, signing by and through its Chairman on the _____ day of _____, 2009 and by Lessor through its duly authorized representative.

Lessor:

Name: _____

Title: _____

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Neil Kelly, Clerk

Welton G. Cadwell
Chairman of the Board of County
Commissioners of Lake
County, Florida
This _____ day of _____, 2009

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

EXHIBIT A: EQUIPMENT AND PAYMENT SCHEDULE

Equipment:

Delivery Date:

Payment Terms:

Total*: \$

*Total includes full warranty and full maintenance on all units for the term of the Lease

EXHIBIT B: ASSIGNMENT AGREEMENT**ASSIGNMENT AGREEMENT**

RE: That certain Operating Lease Agreement between Lake County, Florida and _____, for _____ (hereinafter collectively referred to as the "Lease") and entered into by and between _____, as lessor ("Manufacturer"), and _____, as lessee ("Lessee").

RECITALS

WHEREAS, Manufacturer desires to sell, transfer, and assign to _____ ("_____") (1) all of its right, title and interest in and to the Lease and all rights and remedies thereunder, (2) all of the items of equipment more fully described in the Lease Schedule (the "Equipment"), (3) all proceeds of the foregoing, and (4) all lease payments and other sums due and to become due under the Lease Schedule (the "Payments") (all of the foregoing are collectively hereinafter referred to as the "Assets").

WHEREAS, in order to induce _____ to finance and take assignment of the Assets from Manufacturer, Manufacturer has agreed to certain representations, warranties, and covenants (as detailed herein); _____ intends to finance and take assignment of the Assets in reliance on such representations, warranties and covenants;

NOW, THEREFORE, in consideration of the above premises and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Representations, Warranties and Covenants.** In consideration of the purchase price paid (or to be paid to Manufacturer), Manufacturer hereby sells, transfers, and assigns to _____ all of its right, title and interest in and to the Assets. Manufacturer hereby represents warrants and covenants to _____ that: (a) Manufacturer has delivered to _____ all original counterparts of the Lease and all documents related thereto (the "Documents"). The Documents represent true, correct and complete originals of the documents executed by Lessee. Each of the Documents are duly executed by Lessee are genuine, valid, and enforceable in accordance with their terms. (b) All of the names, addresses, descriptions of Equipment and other statements of fact contained in the Lease are true and correct. (c) There are no agreements between Manufacturer and Lessee in connection with the Lease, except as contained in the Documents provided to _____ by Manufacturer. No express or implied warranties have been made by Manufacturer to Lessee except as contained in the Documents provided to _____ by Manufacturer. (d) _____ shall have good and marketable title to all of the Assets, free and clear of all liens, claims, security interests and encumbrances on and as of the date hereof. Manufacturer shall have no authority, without _____ prior written consent, to repossess or consent to the return of the Equipment, or to modify the terms of the Lease. (e) All of the Equipment has been delivered to Lessee's address indicated in the Lease, properly installed and in good working order, condition and repair, conforming to specifications. (f) Manufacturer shall provide all required maintenance and service of the Equipment to the satisfaction of Lessee. _____ shall additionally assume and shall be responsible for performing any obligations of Manufacturer in respect of the Equipment, including all maintenance responsibilities to the satisfaction of Lessee (g) As of the date of this Assignment Agreement, Manufacturer has no knowledge of any facts which may impair the validity of the Lease, or would constitute a default under the terms or the Lease, or if

presented or disclosed to _____ would have materially influenced _____ decision to purchase and take assignment of the Lease. Manufacturer has not committed any fraudulent act or participated in any fraudulent activity in connection with the Lease or the Equipment. (h) Manufacturer has not received any security deposits, advance rent payments, or other monies from Lessee, except as previously disclosed. (i) Lessee is a state, territory, or possession of the United States, or fully constituted political subdivision or agency of any of the foregoing, or the District of Columbia. (j) Manufacturer has complied and will continue to comply with all bidding requirements applicable to the Lease and with all requirements of any applicable Request for Proposal or other purchase or offering document issued by the Lessee in connection with the Lease (the "RFP") including, without limitation, those applicable to the Equipment (and any services to be provided by Manufacturer) and all federal and state statutes and regulations governing equal employment opportunity, affirmative action and environmental protection. (k) Manufacturer is the entity ("Contractor") which submitted the proposal in response to the RFP. (l) Lessee has complied fully with all applicable laws governing the approval and execution of the Lease, including without limitation open meetings, public bidding and appropriations. (m) the Equipment will be used solely by Lessee in connection with its governmental and proprietary functions and will not be used by or for the benefit of any private entity. (n) Manufacturer shall not take any action (or fail to take any action) which causes the Lease to be cancelled or otherwise terminated by Lessee. (o) Manufacturer shall indemnify and hold harmless _____ and its affiliates, subsidiaries, employees, officers and agents from any and all losses, claims by or against _____, liabilities, demands and expenses whatsoever, including reasonable attorney's fees and costs, arising out of or in connection with any breach by Manufacturer of its representations, warranties, covenants or obligations, and shall, at _____ request, purchase the Lease and the Equipment from _____ for an amount equal to the Net Book Value (as such term is defined below) thereof. Upon receipt of such Net Book Value, _____ shall sell, transfer and assign to Manufacturer all of their right, title and interest in and to the Lease and the Equipment **AS-IS, WHERE-IS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.** In the event _____ is deemed by any third party to be a Contractor or a sub-contractor under the RFP and _____ determines in its sole judgment that it does not comply with any provision of the RFP which would be applicable thereto, in which case the purchase of the Lease shall be effective as of the day preceding the date on which _____ is deemed to be a Contractor.

IN WITNESS WHEREOF, the parties have signed this Assignment Agreement as of this _____ day of _____, 2009.

By: _____

By:

Name: _____

Name:

Title: _____

Title: